

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:) Case No. 18-10597-TPA
AMERICAN HOLLOW BORING) Chapter 11
COMPANY,)
Debtor) Docket No. 7
AMERICAN HOLLOW BORING)
COMPANY,)
Movant)
vs.)
CHAUTAUQUA ENERGY)
MANAGEMENT, NATIONAL FUEL,)
PENELEC and SPECTRUM)
BUSINESS,)
Respondents)

**ORDER GRANTING DEBTOR'S MOTION TO DETERMINE ADEQUATE
ASSURANCE OF UTILITY PAYMENTS**

AT ERIE, in the Western District of Pennsylvania, upon consideration of the Debtor's Motion to Determine Adequate Assurance of Payment of Utilities, after notice and hearing, it appearing that the Debtor's proposal for adequate assurance of payment of post-Petition utility services is reasonable and necessary to provide the utility providers with adequate assurance of payment and to conserve the Debtor's available cash, IT IS ORDERED that the Motion is granted and that the Debtor shall pay its monthly utility bills as follows: the Debtor will pay for utility services in advance on a monthly basis based upon the average usage by the Debtor over the previous contract term. At the beginning of the following month, the Debtor will pay for post-Petition utility services in advance, plus any deficiency in the payment for services provided the preceding month or less any surplus in the payment for services provided the preceding month. However, nothing in this Order shall prohibit a utility provider from allowing the Debtor to continue to make the regular monthly payment in the ordinary course of business.

To the extent that a utility company provides post-Petition services that are unpaid, such utility company shall be entitled to an administrative claim, payable upon confirmation of a plan or such earlier date as determined by the Court. Furthermore, existing security deposits held by the utility providers may be offset against any past-due pre-Petition invoice upon notice of such offset to the Debtor.

Utility providers are prohibited from unilaterally altering, refusing or discontinuing utility services to the Debtor so long as the Debtor is in compliance with this Order; subject to possible subsequent modification by the Court after notice and hearing. This Order does not preclude the Debtor or any utility from seeking modification of the adequate assurance provisions set forth herein.

If the Debtor is in default under the terms and provisions of this Order, a utility provider may request an emergency hearing to be held by the Court on an expedited basis.

Dated: June 21, 2018

Thomas P. Agresti,
United States Bankruptcy Court

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